



<b>County Turnback Agreement</b>			Organization and Address
Agreement Number <b>TB</b>			Section / Location
State Route	Control Section	Region	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "COUNTY."

WHEREAS, the STATE is planning the construction or improvement of a section of state route as shown above, and

WHEREAS, the STATE will abandon a portion of an existing state highway and/or construct, reconstruct, or rearrange certain county roads, frontage roads, access roads, intersections, ramps, crossings, and/or other pertinent features, and

WHEREAS, construction of this facility including rearranged county roads and other features will necessitate the transfer of jurisdiction from the COUNTY to the STATE of those rights of way, and

WHEREAS, upon completion of construction of this facility, it is necessary to describe the division of responsibility of the STATE and COUNTY in the ownership, maintenance, and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 36.75.090 and pursuant to WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings," WAC 468-30-070, "Procedure for transfer of abandoned state highways to counties," and in consideration of the terms, conditions, covenants, and performance contained herein or attached and incorporated and made a part hereof. IT IS MUTUALLY AGREED AS FOLLOWS:

## **I COUNTY RIGHT OF WAY**

The COUNTY agrees to deed to the STATE all COUNTY rights of way needed for the construction of this facility. Prior to commencement of construction, the STATE will notify the COUNTY in writing that it will assume jurisdiction and relieve the COUNTY from all responsibility in the operation, maintenance, and reconstruction thereon until construction is complete.

## **II ABANDONED STATE HIGHWAY**

If a public highway which is or has been a part of the route of a state highway and is not longer necessary as such is to be certified to the COUNTY, it will be included in the plans marked Exhibit "A," attached hereto and by this reference made a part of this AGREEMENT.

In those cases involving abandonment of a state highway, a joint maintenance inspection by representatives of the STATE and COUNTY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A."

Items of work, if any, which cannot be agreed to prior to executing this AGREEMENT, shall also be enumerated in detail and included as part of Exhibit "A."

## **III COMPLETION INSPECTION**

Upon completion of construction of the facilities covered by this AGREEMENT, an inspection by representatives of the STATE and COUNTY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The COUNTY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

## **IV TRANSFER OF JURISDICTION**

Subsequent to the completion of construction, opening to public use, and receipt of the COUNTY's letter of acceptance, the STATE will notify the COUNTY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A." The COUNTY agrees to accept said abandoned highway, rearranged county roads, frontage roads, cul-de-sacs, and other features, including right of way,

access control, and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable as follows:

- Red** Indicates construction and rights of way to be conveyed to the COUNTY
- Blue** Indicates easements to be conveyed to the COUNTY.
- Yellow** Indicates nonoperating properties to be conveyed to the COUNTY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.
- Green** Indicates areas within the highway right of way to be maintained and reconstructed by the COUNTY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.
- Orange** Indicates access control and access rights to be conveyed to the COUNTY. These rights may be maintained or disposed of by the COUNTY and any revenue resulting from said disposal shall be placed in the COUNTY's road fund and used exclusively for road purposes.
- Brown** Indicates access control and access rights to be conveyed to the COUNTY. These rights shall be maintained by the COUNTY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

## **V CONVEYANCE**

Within six months following the notice to transfer jurisdiction, the STATE will furnish the COUNTY a recordable conveyance of those features shown in

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

COUNTY

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

red, blue, yellow, orange, and/or brown color on the plans marked Exhibit "A". The conveyance will be recorded pursuant to RCW 65.08.095.

The forthcoming instrument will be subject to the following restrictions:

### **(NO FEDERAL PARTICIPATION)**

It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without obtaining prior written approval of the grantor. Revenues resulting from any vacation, sale, or rental of this property, or any portion thereof, shall be placed in the grantee's road/street fund and used exclusively for road/street purposes, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

### **(FEDERAL PARTICIPATION)**

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the grantor. It is also understood and agreed that the grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the grantor, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the grantee and grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the grantee may deduct the documented direct costs of any such vacation, sale, or rental.

## **VI LEGAL RELATIONS**

No liability shall attach to the STATE or COUNTY by reason of entering into this AGREEMENT except as expressly provided herein.

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Region Administrator